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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) IN#7790031

This Loan Modification Agreement ("Agreement"), made this 20 day of February 1998, between Thomas B. Smith, Jr. and Angela G. Smith, Husband and wife ("Borrower") and Deposit Guaranty Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 24, 1997 and recorded in Book or Liber 883, at page(s) 555, of the Deed of Trust Records of Desoto County, Mississippi, [Name of Records] [County and State, or other Jurisdiction] and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 9225 Highway 301, Wall, MS, 38680, [Property Address]

the real property described being set forth as follows:

thence run South 00 Degrees 21 minutes East along the present Westerly right-of-way line of Mississippi Highway No. 301, a distance of 219.3 feet to the point of beginning, containing 0.10 acres, more or less, and being situated in the East 1/2 of Section 13, Township 1 south, Range 9 West, Desoto County, Mississippi.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of April 1, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$106608.19, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.625%, from April 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$762.62, beginning on the 1st day of May, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2027 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 1193, Jackson MS, 39215-1193 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Deposit Guaranty Mortgage Company (Seal)
-Lender

Thomas B. Smith, Jr. (Seal)
Thomas B. Smith, Jr. -Borrower

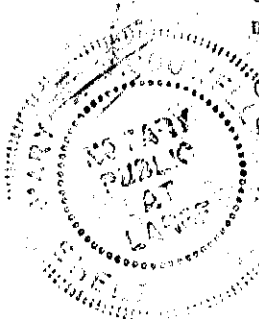
By: *Larry W. Moore*
Larry W. Moore
Senior Vice President

Angela G. Smith (Seal)
Angela G. Smith -Borrower

[Space Below This Line For Acknowledgments]

State of ~~Mississippi~~ *Tennessee*
County of ~~Desoto~~ *Shelby*

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Thomas B. Smith, Jr. and Angela G. Smith, Husband and wife** who acknowledged that they signed and delivered the foregoing Modification Agreement: Conversion to Fixed Interest Rate on the day and year therein mentioned.



Given under my hand and official seal of office, this the 3rd day of September

MY COMMISSION EXPIRES JULY 25, 2000

Mary C. McDaniel
Notary Public

My commission expires

State of ~~Mississippi~~
County of ~~Hinds~~

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Larry Moore who acknowledged that he is the Senior Vice President of Deposit Guaranty Mortgage Company and that, for and on behalf of said corporation and as its act and deed, he signed, sealed, and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal this 22nd day of June, 1998.

My Commission Expires April 14 2000

My Commission Expires on

Sylvia J. Varnell
Notary Public

Return to: Deposit Guaranty Mortgage Company, P.O. Box 1193,
Jackson, MS 39215-1193

Prepared by: Vickie Jackson



First American